

Waukon

Teamsters #238 (Police)

7/1/2006 6/30/2009

WAUKON / TEAMSTERS #238 (POLICE)

06-09

AGREEMENT

BETWEEN

THE CITY OF WAUKON

POLICE DEPARTMENT

AND

CHAUFFEURS, TEAMSTERS
AND HELPERS
LOCAL UNION NO. 238

JULY 1, 2006

TO

JUNE 30, 2009

INDEX

ARTICLE 1	PURPOSE AND INTENT	PAGE 1
ARTICLE 2	RECOGNITION	PAGE 1
ARTICLE 3	MANAGEMENT RIGHTS	PAGE 2
ARTICLE 4	SCOPE OF AGREEMENT	PAGE 2
ARTICLE 5	UNION SECURITY	PAGE 3
ARTICLE 6	GRIEVANCE PROCEDURE	PAGE 3
ARTICLE 7	SENIORITY	PAGE 6
ARTICLE 8	LEAVE OF ABSENCE	PAGE 8
ARTICLE 9	SICK LEAVE	PAGE 10
ARTICLE 10	WORK SCHEDULES	PAGE 11
ARTICLE 11	CLOTHING AND EQUIPMENT	PAGE 12
ARTICLE 12	HOURS, ASSIGNMENTS AND WAGES	PAGE 13
ARTICLE 13	HOLIDAYS	PAGE 15
ARTICLE 14	VACATIONS	PAGE 16
ARTICLE 15	FUNERAL LEAVE PAY	PAGE 17
ARTICLE 16	BULLETIN BOARDS	PAGE 18
ARTICLE 17	LEGAL DEFENSE	PAGE 18
ARTICLE 18	DISCIPLINE	PAGE 18
ARTICLE 19	SAVINGS CLAUSE	PAGE 20
ARTICLE 20	WORK STOPPAGES	PAGE 21
ARTICLE 21	INSURANCE	PAGE 21
ARTICLE 22	GENERAL PROVISIONS	PAGE 23
ARTICLE 23	TERMINATION OF AGREEMENT	PAGE 23
	APPENDIX A	
	APPENDIX B	

AGREEMENT

THIS AGREEMENT is entered into on this 1st day of July, 2006, by and between the City of Waukon for applicable operations located at Waukon, Iowa, hereinafter designated and referred to as the "City"; and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to and designated as the "Union", through their duly authorized representative.

**ARTICLE I
PURPOSE AND INTENT**

Section 1.1

It is the purpose of this Agreement to establish certain wages, hours and conditions of employment, and working conditions, and to establish procedures for the resolution of disputes concerning the interpretation or application of the Agreement. The City and the Union continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE 2
RECOGNITION**

Section 2.1

The City recognizes the Union as the sole and exclusive collective bargaining representative for all sworn Police Officers and Police Personnel of the City of Waukon, Iowa, excluding Chief of Police, Assistant Chief of Police and others excluded by Section 4 of the Act. The City shall not enter into any agreement with its police officers individually or collectively or with any other organizations which in any way conflict with the provisions thereof.

Section 2.2

The City of Waukon is an equal opportunity employer. Applicants for employment for open positions and current employees are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, medical condition or disability. For purpose of this Agreement, "open positions" shall be defined as positions left after all provisions of this contract have been applied.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 3.1

The Union recognizes the prerogative of the City to operate and manage the affairs of the Police Division of the City of Waukon, Iowa, in all respects in accordance with existing and future laws and regulations of appropriate authorities including personnel policies and division work rules not in conflict with this Agreement. The prerogatives and authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City such as, but not limited to: direct employees; hire, promote, transfer, assign, retain employees in positions and suspend, demote or discharge or take disciplinary action against employees; relieve employees from duties because of lack of work or other legitimate reasons; maintain the efficiency of the government operation; determine the methods, means, job classifications and personnel by which such operations are to be conducted; take whatever actions may be necessary to carry out the missions of the City in situations of emergency; determine reasonable schedules of work and establish the methods and processes by which work is performed.

Section 3.2

The City's non-exercise of any function hereby reserved to it or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the City in the express provisions of this Agreement.

Section 3.3

The enumeration of the rights and duties of the City in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the City.

**ARTICLE 4
SCOPE OF AGREEMENT**

Section 4.1

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set for this Agreement. Therefore, for the life of this Agreement, the City and the Union each voluntarily and

unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 5 UNION SECURITY

Section 5.1

Upon receipt of a voluntary written authorization from an employee, which conforms to and is in accordance with all applicable Federal and State laws, the City agrees to deduct from the employee's earnings during the existence of his authorization his regular and usual monthly union membership dues and, if owing, an initiation fee. All monies collected by the City pursuant to this Section will be deducted from the employee's earnings in the first pay period of each month for that month and remitted within ten (10) days to the Union officer designated by the Union, in writing to the City Clerk.

Section 5.2

The Union shall initially notify the City, in writing, as to the amount of its regular and annual initiation fees and its regular and usual monthly membership dues. Any subsequent change in these amounts shall be certified to the City in writing over the signature of an authorized officer of the Union at least fifteen (15) days prior to the first of the month for which the deduction is made.

Section 5.3

The Union shall indemnify and save the City harmless against any and all claims, demands, judgment, suit or other forms of liability that arise out of or by reason of the City making any deduction in accordance with this Section.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1

For the purpose of this Agreement, the term "grievance" means any dispute between the City and the employee(s) concerning the interpretation, application, claim of breach or violation of

this Agreement. Any grievance not properly filled out, untimely or not appealed in writing to Step One by the aggrieved employee within five (5) workdays, not including Saturdays, Sundays or holidays shall be considered waived.

Section 6.2 First Step:

All employee grievances shall be written, dated and signed. The employee shall state the facts upon which the alleged grievance occurred, when they occurred, the provision(s) of the Agreement allegedly violated and the remedy requested. All grievances shall be presented within ten (10) workdays the occurrence of the event or circumstance on which the grievance is based. The employee's supervisor shall give a written response to the employee within four (4) workdays after the discussion with the employee. Any grievance not properly filled out, untimely or not appealed in writing within five (5) workdays including Saturdays, Sundays or holidays shall be considered waived.

Section 6.3 Second Step:

If the grievance is not resolved in the First Step, the aggrieved employee or the Union shall present the grievance, in writing, to the City Clerk or his designated representative within five (5) working days after his receipt of the above written answer to the aggrieved employee or the Union within five (5) working days after his receipt of the written grievance. Any grievance not appealed in writing in Step 2 by the aggrieved employee within five (5) workdays shall be considered waived.

Section 6.4 Third Step:

If the grievance is not resolved in the Second Step, the aggrieved employee or the Union shall present the grievance to the Mayor or his designated representative, in writing, within six (6) working days after receipt of the Second Step answer. If written request is made, the Mayor or his designated representative shall meet with the employee and the Union Executive Officer within ten (10) working days after receipt of such request. The Mayor or his designated representative shall give a written answer to the aggrieved employee or the Union within ten (10) working days after this meeting. Any grievance not appealed in writing in Step 3 by the aggrieved employee within five (5) workdays shall be considered waived.

Section 6.5 Fourth Step:

If both parties, having exhausted the grievance steps provided herein, cannot settle the grievance then either party may submit the issue in dispute to arbitration. Either party may request, in writing, the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested

list of names of five (5) arbitrators from which list the parties shall select one (1) arbitrator. The parties shall within seven (7) days after the receipt of such a list, select the arbitrator by striking alternately one name each, and the final name shall be the arbitrator. If the parties cannot decide who shall strike the first name, the party entitled to strike the first name shall be determined by the toss of a coin.

Section 6.6

An arbitrator shall have no right to amend, modify, nullify, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modified or varying in any way the application of laws, rules or regulations having the force or effect of law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented and briefs submitted.

Section 6.7

The fees and expenses for the arbitrator's service and proceedings shall be borne equally by both parties except that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.8 Waiver:

If a grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to consider it settled on the basis last presented. The time limit in each step may be extended by mutual written agreement of the City and the Union in each step.

Section 6.9 Choice of Remedy:

Should a grievance involve a suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be initiated at Step Three.

ARTICLE 7
SENIORITY

Section 7.1

There shall be two seniority lists, one for regular full-time employees and one for part-time employees. Part-time employees do not receive benefits nor do part-time employees accrue any benefits until the employee is awarded full-time status. Part-time employees who become full-time employees shall have their part-time seniority changed to reflect the date the employee became full-time. Part-time employees who become full-time employees, once they have completed their probationary period, shall not be required to serve any additional probationary period when the employee becomes full-time. Part-time employees who become full-time employees shall receive pro-rata seniority and benefits based on adding the total number of hours worked as a part-time employee then dividing by 2080 hours.

Section 7.2

All new regular full-time employees shall be probationary employees during the first twelve (12) months of their employment. During the probationary period, the new employees shall have no seniority status and will not be represented by the bargaining unit. At the conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date, and he may be represented by the Union.

- (1) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a regular full-time employee, and a probationary employee may be terminated for any reason at the discretion of the City. Probation terminations shall be stated in writing.

Section 7.3

The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted at least once each year. The names of all regular full-time employees who have completed their probationary periods shall be listed on the seniority list in the order of their last date of hiring, starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, their names shall appear in accordance with their composite scores on the employment eligible list, the higher score being listed first. If two (2) or more employees have the same composite score and the same last name, the same procedure shall be followed with respect to their first names.

Section 7.4

An employee's seniority shall be terminated with the City:

- (a) If he resigns, retires or is discharged for cause.
- (b) If, when recalled to work following a layoff, the employee fails to notify the Employer within ten (10) calendar days of his intention to return to work within fifteen (15) calendar days after a written notice by certified mail if such recall is sent to his last address on record with the Employer.
- (c) When an employee has been laid off for a period in excess of twenty-four (24) consecutive months.

Section 7.5

When it is necessary to reduce the number of employees, probationary employees will be laid off first. The Employer agrees that, in laying off, it will lay off employees according to seniority (providing the remaining employees have the ability or can be trained to perform the remaining work). Employees will be recalled to work following such layoffs on the same basis, in reverse order.

Section 7.6

Any former employee of the City who has terminated may be rehired only under the conditions of a new employee, and no service credit will be given for prior service.

Section 7.7

All employees will serve a trial period of six (6) months when promoted to a rank in which the employee has not served a probationary period. If an employee is appointed to another grade as a result of a certification from a promotion list or otherwise is found unsuited for work of the grade during a six (6) month trial period, he may be reinstated to his former position, or another position in the grade from which he was promoted, provided he had seniority or regular status in such grade. The employee displaced by the return of this employee shall have the same right to return to his former position.

Section 7.8

At any time during a promotional trial period, an employee may be demoted or reassigned at the sole discretion of the City (subject to the grievance procedure).

ARTICLE 8
LEAVE OF ABSENCE

Section 8.1

An employee who has completed his initial probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed 30 days, provided the employee obtains advance written permission from the City and can be spared from work for that purpose. Such leaves without pay shall be granted only at the discretion of the City and when it is deemed to be in the best interests of the employee and the City. No benefits will accrue during an unpaid leave nor shall longevity for pay purposes accrue.

Section 8.2

An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed 6 months without pay and without loss of seniority for the duration of such disability provided the employee promptly provides the City with medical proof of the necessity for such absence when same is requested by the City. The City may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of a Police Officer or may, at the City's option and at the City's expense, send the employee to a doctor of the City's choice for such certification prior to allowing the employee to return to work.

Section 8.3

An unpaid leave of absence and the reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such leaves and reinstatement rights.

Section 8.4

Employees shall be granted leaves of absence for required jury duty. While on jury duty, employees shall receive that portion of their regular salary which will, together with their jury duty pay or fees, equal their normal total salary for the same period.

Section 8.5

Administrative leave with pay requested by an employee may be authorized so that employees may attend official meetings, conferences, training sessions and seminars provided such leaves are approved in writing by the Chief of Police or his authorized

representatives. Overtime provisions of this Agreement will not apply when an employee is on authorized administrative leave with pay.

Section 8.6

If required by the state and agreed to by the Employer, the Employer shall reimburse an employee for all food, lodging, travel and school expenses incurred for the attendance of in-service training schools. No officer shall suffer a loss of days due to temporary rescheduling of the work schedule to attend such school. Officers required to attend departmental training or squad meetings will be allowed to take said time from his regular scheduled shift or will be paid within the same payroll period at the discretion of the employer. All new officers employed by the City shall, if required by the state, be provided necessary schooling at an appropriate law enforcement academy to insure that they are certified Iowa peace officers.

Section 8.7 Family and Medical Leave Act (FMLA)

- A) Employees who have worked at least twelve (12) months for the Employer, and who have worked at least 1250 hours during the past twelve (12) months, are entitled to take a total of twelve (12) workweeks of unpaid leave during a 12 month period.
- B) Employees may use the unpaid leave for:
 - 1. Birth of a child or placement of a child for adoption or foster care;
 - 2. Serious health of the employee that makes him/her unable to perform the functions of the position;
 - 3. Serious health condition of a spouse, son, daughter or parent.
- C) The Employer requires employees who have any accumulated vacation, and if applicable, compensatory time, personal days or accumulated holidays, to use up any of the above-referenced compensated time while on leave.
- D) The start of the use of the 12 week leave shall commence on the first day the employee goes on leave and shall be measured forward, not to exceed twelve (12) weeks in the then next twelve (12) month period.
- E) The use of the medical leave may be no shorter than one (1) workday (i.e., eight (8) hours).

- F) Except for emergency or unforeseeable situations, employees must provide the Employer with thirty (30) days advance written notice of intent to use leave, including the purpose and the duration.
- G) The Employer agrees to continue paying any portion of the health insurance program that is in effect for all employees at the time of the leave. If the employee fails to return to work from the leave, the employee shall reimburse the Employer for health insurance premium payments paid by the Employer on behalf of the employee on leave, unless the reason for failing to return to work was due to the continuation, recurrence or onset of a serious health condition that entitled the employee to leave in relation to a serious health condition of a spouse, son, daughter or parent of the employee, or due to other circumstances beyond the control of the employee.
- H) The Employer shall require a certification from the employee's physician stating the employee is completely fit and able to resume work before the employee will be allowed to return to work when the leave was because of a serious health condition that made the employee unable to perform the functions of his/her position.

ARTICLE 9 SICK LEAVE

Section 9.1

Sick leave shall be accrued by regular and probationary employees at the rate of eight (8) hours per calendar month, not to exceed 960 hours (120 days).

Section 9.2

Sick leave may not be used by probationary employees during the first six (6) months of said probation.

Section 9.3

Sick leave shall be considered as a type of insurance and shall not be considered as a vested right and may not be used at the employee's discretion, but shall be allowed only in case of actual illness, legal quarantine or disability of the employee.

Section 9.4

To be eligible for payment of sick leave, the employee must notify the Chief of Police or his designated representative prior to the starting time of his scheduled shift. This notice may be waived if the employee could not reasonably be expected to comply because of unusual circumstances. Upon returning from sick leave, the employee must sign a statement indicating the nature of his illness and whether or not he was treated by a doctor.

Section 9.5

An employee using sick leave must remain at home, be present in a medical office or medical institution or otherwise following a prescribed course of treatment. The City reserves the right to visit any employee on sick leave at any time. The City may request a certificate from a medical doctor indicating the nature of an employee's illness and the duration of confinement when an employee has used one or more days of sick leave before allowing the employee to return to work. In all instances, the burden of proof for use of sick leave rests with the employee.

Section 9.6

The City will allow an employee on Workman's Compensation to make up the difference between Workman's Compensation and his normal net rate of pay (less Federal, State and City taxes) by drawing on his accumulated sick leave. The difference paid by the City shall be prorated on the basis of the employee's gross hourly salary, and that number of hours will be charged against the employee's accrued sick leave.

Section 9.7

Upon retirement an employee shall be paid fifty percent (50%) of his unused accumulated sick leave.

**ARTICLE 10
WORK SCHEDULES**

Section 10.1

The sole authority in establishing or arranging work schedules is the City. The normal workday shall be eight (8) to ten (10) consecutive hours as designated on the official schedule, and the normal workweek shall be an average of forty (40) hours.

Section 10.2

Service to the public may require the establishment of work schedules which depart from the normal workweek or the normal workday. The City shall, except in the case of emergency, give the employees notice of such a change in the work schedule as far in advance as is reasonably possible.

ARTICLE 11
CLOTHING AND EQUIPMENT

Section 11.1

The City will provide each new regular full-time employee an initial issue of uniforms and equipment. This issue shall be similar, but not limited to, those items listed in Appendix A, attached hereto and made part hereof.

Section 11.2

Each regular full-time officer shall annually be provided a clothing allowance of \$450.00. This allowance shall be used for the maintenance, repair and replacement of uniforms and equipment initially provided and optional to purchase items set out in Appendix A and for the same care and replacement of civilian clothing for those officers assigned to work in plain clothing. Regular full-time officers whose duties require wearing of uniforms will be reimbursed \$6.00 per week for dry cleaning of uniforms.

Section 11.3

Any regular full-time employees assigned to work in plain clothes shall receive the same clothing allowance and dry cleaning allowance as uniformed officers.

Section 11.4

Regular full-time employees may purchase firearms at a source of their choice with the provision that said firearms will conform with the standards set by the Waukon Police Department.

Said purchase will not be charged against the employee's clothing allowance. All other replacement equipment and uniforms will be purchased through the City, and the individual's account for such purchase(s) will be charged with the expense of said purchase(s). All items marked with an asterisk in Appendix A must be turned into the City upon replacement and/or upon termination of employment with the Waukon Police Department.

Section 11.5

Should a regular full-time employee damage, beyond reasonable repair, any part of his uniform or piece of personal equipment while diligently carrying out his prescribed duties and through no fault of his own, said item(s) shall be replaced by the City, and the cost of such replacement shall not be charged to the employee's account.

Section 11.6

Only on City initiated transfer of regular full-time employees from plain clothes functions to uniformed functions will the City issue those uniform items and personal equipment which may reasonably be required, but not to exceed initial issue as outlined in Appendix A. Said issue shall not duplicate serviceable items, consistent with the then current uniform, which have been previously issued and maintained by the Police Officer. Such items will not be charged to the individual's clothing allowance.

ARTICLE 12
HOURS, ASSIGNMENTS AND WAGES

Section 12.1

The standard payroll period for the Police Department is two (2) weeks during which period it is intended that an employee will work eighty (80) hours at his regular rate of pay.

Section 12.2

Except as otherwise provided in this Article, employees working in excess of either the standard workday or the standard payroll period, that is working overtime, shall be compensated at the rate of one and one-half times regular pay.

Section 12.3

Compensation for overtime will not be paid unless the work was performed at the direction, or with the approval of the employee's supervisor. Compensation at overtime rates will not be paid for time not worked.

Section 12.4

As an alternative to compensation at overtime rates for time worked in excess of the standard, the employee may, with the Chief of Police's approval, elect compensatory time off to be taken at a later date which shall be computed at one and one-half (1½) the time worked overtime. When an employee accrues more than forty-eight (48) hours of unused compensatory time off, the option shall not apply, and the employee shall be paid his accrued overtime.

Compensatory time off shall be taken and used only with the prior approval of the employee's supervisor.

Compensatory time off will not be allowed if the result is to make the employee eligible for overtime pay, or additional compensatory time, to which he would not otherwise be entitled by reason of actual time worked.

Section 12.5

An employee called back to work at a time other than his normal scheduled shift shall receive a minimum of four (4) hours pay at one and one-half (1½) times the regular straight time rate or at the overtime rate for actual hours worked, whichever is greater. Reporting early for a shift or an extension of a shift shall qualify for a call-back premium.

Section 12.6

The City and the Union recognize the desirability of a roll call training period prior to each shift. Therefore, notwithstanding anything to the contrary in this Agreement, it is agreed for regularly scheduled roll call training which may be in addition to the standard workday or standard eighty-hour (80) payroll period, the City will compensate for such an additional period of time at the employee's regular rate of pay.

Section 12.7

Notwithstanding anything to the contrary in this Agreement, Police Officers who are required to attend to testify in court in an action resulting or connected with their law enforcement duties and activities, will be paid a minimum of two (2) hours at their regular rate of pay, or for the actual time in attendance at time and one-half (1½), whichever is greater, unless attendance is on regular duty time.

Section 12.8

The parties to this Agreement recognize that the City may provide contractual police services. "Contractual police services" shall be defined as the provision of police services to individuals or organizations for those situations which may require more than normal police services and for which the City charges a specific fee for such services. The City represents that it will make every reasonable effort to assign said contractual police services only to those police officers who have volunteered to perform same during other than normally scheduled shifts.

In the event that an insufficient number of police officers have volunteered for a specific event or occasion, and if sufficient time permits, the City represents that it will seek to supplement such volunteers with officers from any other law enforcement department whose officers are available.

Volunteer officers working the aforementioned duties shall be compensated at the rate of one and one-half (1½) times their normal straight time rate of pay and double time on holidays.

Section 12.9

The rates of pay for Police Officers are set forth in Appendix B, attached hereto and made a part hereof.

Section 12.10

Regular full-time employees shall receive an additional twenty-five cents (\$.25) per hour longevity pay after completion of five (5) years of continuous full-time employment with the Employer. Regular full-time employees shall receive an additional thirty cents (\$.30) per hour longevity pay after completion of ten (10) years of continuous full-time employment with the Employer. Regular full-time employees shall receive an additional thirty-five cents (\$.35) per hour longevity pay after completion of fifteen (15) years of continuous full-time employment with the Employer. Regular full-time employees shall receive an additional forty cents (\$.40) per hour longevity pay after completion of twenty (20) years of continuous full-time employment with the Employer. Regular full-time employees shall receive an additional forty-five cents (\$.45) per hour longevity pay after completion of twenty-five (25) years of continuous full-time employment with the Employer. Regular full-time employees shall receive an additional fifty cents (\$.50) per hour longevity pay after completion of thirty (30) years of continuous full-time employment with the Employer.

ARTICLE 14
HOLIDAYS

Independence Day	New Year's Day
Labor Day	2 (two) personal days
Veteran's Day	Memorial Day
Thanksgiving Day	Employee's Birthday
Christmas Day	Easter Sunday

Section 13.1

All regular full-time employees shall receive the above holidays or substitute days off with pay.

- (a) Payment for the above listed holidays shall be received on the paycheck for the payroll period in which said holidays occur.

- (b) To be eligible for said holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regularly scheduled workday before and after the holiday, unless excused by the Employer.

Section 13.2

An employee who works on a scheduled contract designated holiday, shall receive one and one-half (1½) times his normal hourly rate for those hours worked on said holiday, as well as a substitute day off to be used only with the prior approval of the employee's supervisor.

Section 13.3

An employee who is not scheduled to work on a contract designated holiday and is subsequently called in to work will be remunerated in the following manner:

- (a) Police Officers will receive eight (8) hours straight time pay as compensation for the holiday and shall receive one and one-half (1½) times his normal straight pay for those hours worked.

ARTICLE 14 VACATIONS

Section 14.1

Each regular full-time employee who is in the employ of the City on the employee's anniversary date of each year and who is otherwise eligible for a vacation with pay and paid absence allowance shall be entitled to a vacation with pay for each year of service in accordance with the following schedule:

Eligibility	Amount of Vacation And Vacation Pay
Upon completion of 1 year of continuous service	1 week
Upon the completion of 2 or more years of continuous service	2 weeks
Upon the completion of 10 or more years of continuous service	3 weeks
Upon the completion of 15 or more years of continuous service	4 weeks

Section 14.2

In determining vacation periods, vacation shall be awarded on the basis of the employee's seniority and shall not be changed except with prior approval of the Chief of Police after the schedule has been posted for two (2) weeks, unless for extenuating circumstances. The number of employees off on vacation at any one time shall be limited to one (1) employee per shift unless prior approval of the Chief of Police has been obtained. Vacations may be taken anytime during the year.

A vacation shall not be cumulative from year to year but must be taken during the calendar year following the date on which the employee qualifies for vacation with pay, unless otherwise mutually agreed to by the Chief of Police, in writing.

When, in the judgment of the City, it appears advisable in order to meet the needs of the City's residents, the City may require an employee entitled to a vacation under the terms of this Article to postpone all or part of a vacation, providing that such postponement does not cause financial loss to the employee.

Section 14.3

Employees not discharged for just cause who give two weeks notice prior to leaving employment with the City shall be given pro-rated vacation pay on the following basis. For every month an employee works at least 20 days, the employees shall receive 1/12 of their contract vacation.

ARTICLE 15 FUNERAL LEAVE PAY

Section 15.1

In the event of a death in the immediate family of an employee, the employee will be entitled to a paid leave of absence of five (5) scheduled workdays during the employee's normally scheduled workweek. The employee will be paid his/her workweek. The employee will be paid his/her regular straight time hourly rate of pay for such absence, not to exceed the eight (8) hours per day.

Section 15.2

The term immediate family as used in this Article shall include the mother, father, brother, sister, spouse and children of the employee. Employees shall receive three (3) days paid funeral leave for step-parents, mother-in-law, father-in-law, grandparents, stepchildren and grandchildren.

ARTICLE 16
BULLETIN BOARDS

Section 16.1

The City will provide bulletin boards which will be for the use of the Union. Posted information will be limited to:

- (a) Notices of Union meetings;
- (b) Notices of Union elections;
- (c) Results of Union elections;
- (d) Notices of Union recreational, education or social events;
- (e) Other official notices or information of the Union.

ARTICLE 17
LEGAL DEFENSE

Section 17.1

Employees involved in litigation because of their negligence, ignorance of laws, nonobservance of laws or as a result of employee judgmental decision may not receive assistance in any legal defense by the Employer, except as specifically stated in Chapter 613A of the Iowa Code.

Section 17.2

Any employee who is charged with a traffic violation, violation of an ordinance of some criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith when using good judgement, and under direct order of his supervisor, may be able to be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge if the action or litigation commences and is resolved during the employee's service with the City.

ARTICLE 18
DISCIPLINE

Section 18.1

It is recognized that for the benefit of the employees and to protect the rights of the City, certain rules, policies and regulations must be observed by all employees. Such rules, policies and regulations are posted on the City Bulletin board for the reference and information of all employees. The City may from time to time change or draft rules which shall not be in

conflict with the terms of this agreement. Employees will be given copies of any changes or any new rules or policies seven (7) days before the effective days of the policy or rule change.

The City shall have the right to immediately discharge any employee for dishonesty, unlawful use of drugs or alcohol, unauthorized use of City equipment and failure to follow or uphold the duties of a sworn officer.

The City will discipline for cause only. Discipline will be one or more of the following forms:

- (a) Written reprimand
- (b) Suspension
- (c) Demotion, or
- (d) Discharge

Section 18.2

Notice of suspension, demotion and/or dismissal shall be in written form. Suspension or discharge may occur on the first offense depending on the circumstances.

Section 18.3

Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Such signature does not imply an admission of guilt. The employee will receive a copy of such reprimand and/or notices, and all such reprimands and/or notices will be considered active for a period of twenty-four (24) months. However, all reprimands shall always remain in an employee's file.

Section 18.4

An employee who is the subject of an investigation that may result in disciplinary action to that employee may have a member of the Union present during questioning. It will be the responsibility of the employee to make the request for a representative, and it will be the employee's responsibility to have the representative present during questioning. Questioning will be conducted at reasonable times.

Section 18.5

Employees may not be suspended without pay for more than thirty (30) working days in any calendar year.

Section 18.6

To the extent permitted by law, personnel files will be considered "Confidential." Access to members' personnel files will be controlled on the basis of a legitimate "need to know." Access to the personnel files will be limited to supervisory personnel in the Police Department, City Clerk's Office and the City Attorney's Office.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the City Clerk's Office.

Copies of courses past and earned certifications shall become part of the employee's file.

Section 18.7

Officers who are the subject of an Internal Investigation shall be informed of the specific charges and/or allegations. Findings of an Internal Investigation Unit shall be classified by the following:

Finding	Definition
A. Sustained	The accused employee committed all or part of the alleged acts of misconduct.
B. Not Sustained	The investigation produced insufficient information to clearly prove or disprove the allegations.
C. Exonerated	The alleged act occurred, but was legal and proper.
D. Unfounded	The alleged act did not occur.
E. Misconduct noted	Acts of misconduct were discovered during the investigation that were not alleged in the complaint.

ARTICLE 19 SAVINGS CLAUSE

Section 19.1

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or

enforcement of any provisions should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby.

Section 19.2

In the event any provision herein contained is rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 20
WORK STOPPAGES

Section 20.1

The Union agrees that during the life of this Agreement, neither the Union nor its officers or agents will authorize, instigate, aid, condone or engage in a strike, slowdown or other interference with the City's operation. The City agrees that during the same period, there shall be no lockouts.

Section 20.2

Individual employees, groups of employees or representatives who instigate, aid or engage in a strike, work stoppage, slowdown or interference with the City's operation may be disciplined or discharged at the sole discretion of the City.

Section 20.3

Should any employee(s) covered by this Agreement participate in any strike, work stoppage, slowdown or other interference with the City's operation, the Union will immediately notify such employee or employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such strike, work stoppage, slowdown or interference is illegal, unauthorized and in violation of this Agreement.

ARTICLE 21
INSURANCE

Section 21.1

All full-time employees shall be eligible for the City's 80/20 group health and major medical insurance the first of the month after employment of sixty (60) days.

Section 21.2

The City shall pay the full premium for all employees. If an employee elects to cover the employee's family members with medical insurance, the employer agrees to pay \$100.00 per payroll period towards the cost of the dependent portion of the medical insurance.

Section 21.3 Termination

Group insurance coverage shall terminate upon termination of employment with the City of Waukon, Iowa, but at the option of the insurance company, the terminating employee may transfer to an individual policy.

Section 21.4

Employees shall have up to thirty (30) days paid up insurance from the date of layoff and shall be able to transfer to an individual policy at that time at the option of the insurance company.

Section 21.5

The City shall pay the entire monthly premium of a full-time employee's personal premium for a term life insurance policy for the employee having a face value of \$15,000.00.

Section 21.6

The amount of the City's contribution towards the cost of an employee's dependent portion of a medical insurance coverage for the period of July 1, 2007, through June 30, 2008, and July 1, 2008, through June 30, 2009, shall be renegotiated for the purposes of possible modification or amendment of the City contribution levels. Should the employees desire to modify or amend this provision of the Contract only, they shall provide written notice to the City not later than November 1, 2006, for the Contract year July 1, 2007, through June 30, 2008, and no later than November 1, 2007, for the Contract year July 1, 2008, through June 30, 2009. Should the employees not desire to modify the agreement or not provide the written notice, this agreement will remain in effect for the remainder of the Contract period at the City contribution rate specified in Section 21.2 hereinabove.

ARTICLE 22
GENERAL PROVISIONS

Section 22.1

All employees shall be given a performance review after their sixth (6th) month of employment and annually thereafter during the month prior to their anniversary date of employment.

The purpose of said review is to let the employees know what is expected of them, how they are doing and how they may improve their performance. The annual appraisal review shall consist of a written evaluation and a personal discussion with each employee, to be conducted by the employee's supervisor. Each employee shall be given a written copy of the appraisal and may make comments on the appraisal or file a grievance therein with regard to its contents.

Performance reviews will not be linked to wage or salary plans or used as a basis for disciplinary action but will be made a permanent part of the employee's personnel file with a copy sent to the Local Union.

Section 22.2 Safety and Health

When necessary, the City shall provide employees with inoculations to try to protect them from any known infectious diseases they have come into contact with in the performance of their duties.

Section 22.3 Physicals

The City will pay the entire cost of a routine physical examination once every two (2) years, providing the City receives a copy of the results of the physical from the doctor.

ARTICLE 23
TERMINATION OF AGREEMENT

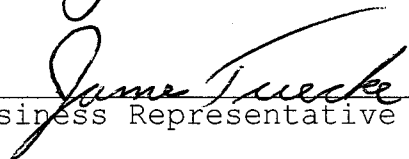
This Agreement shall become effective as of the 1st day of July, 2006, and shall continue in effect until 12:01 A.M. on the 30th day of June, 2009, and shall automatically be renewed for additional periods of one (1) year each, from year to year thereafter, unless either party hereto shall on or before one hundred twenty (120) days prior to the 15th day of March or any subsequent anniversary thereof, give written notice by certified mail, return receipt requested, to the other party hereto of its desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the City and the Union have each caused this Agreement to become effective as of the 1st day of May, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238, affiliated
with the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

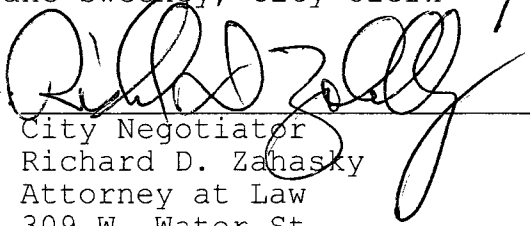
CITY OF WAUKON, IOWA
POLICE DEPARTMENT


Secretary-Treasurer


Business Representative


Dwight Jones, Mayor *Pro Tem*


Diane Sweeney, City Clerk

By: 
City Negotiator
Richard D. Zahasky
Attorney at Law
309 W. Water St.
Decorah, IA 52101

APPENDIX A
UNIFORM AND EQUIPMENT

INITIAL CLOTHING ISSUE

- 1 - Hat (Summer)*
- 1 - Hat (Winter)*
- 1 - Jacket (Summer)*
- 1 - Jacket (Winter)*
- 3 - Uniform dress shirts (Summer)*
- 3 - Uniform dress shirts (Winter)*
- 3 - Uniform trousers (Summer)*
- 3 - Uniform trousers (Winter)*
- 2 - Neckties*
- 1 - Pair summer type shoes*
- 2 - Pair Winter type shoes*
- 1 - Rain outerwear (Coat, hat or suit)*
- 1 - Pair coveralls (Dark blue)*
- 2 - Shirts dickey style*
- 2 - Pair pants dickey style*

OPTION CLOTHING

- 1 - Uniform dress blazer*

INITIAL LEATHER GOODS ISSUE

- 1 - Gun Belt*
- 2 - Gun Belt Keepers*
- 1 - Weapon Holster*
- 1 - Handcuff Case*
- 1 - Magazine Holder*
- 1 - Asp Holster*
- 1 - Chemical Agent Holder*

INITIAL EQUIPMENT ISSUE

- 1 - Uniform Cap Badge*
- 2 - Uniform Shirt Badges*
- 1 - Identification Card*
- 1 - 21" or 26" ASP*
- 1 - Pair Handcuffs*
- 1 - Police Service Weapon*
- 1 - Departmental Door Key*
- 1 - Chemical Spray Agent*
- 1 - Body Armor Type Vest*
- 1 - Battery operated flashlight per bag*
- 1 - Tactical Vest*

All the items listed here will be provided in each vehicle not per officer.

- 2 - Adult CPR masks
- 2 - Children CPR masks
- 1 - Box large latex gloves
- 1 - Box medium sized latex gloves
- several different sizes gauze pads
- large, medium and small pressure dressings
- 1 - Gauze scissors
- 3 - 4 cold packs per bag
- 1 - Seatbelt cutter
- 1 - Window punch
- disposable econo blankets - 2 per bag
- 1 - Box assorted size band-aids

*To be returned when leaving department.

All items to be in an orange or blue bag with reflective strips to aid in safety. Preferably dual sided bag that can be opened in the middle and folded apart, making all materials easy to access.

APPENDIX B

WAUKON POLICE DEPARTMENT WAGES

Effective Period: July 1, 2006 to June 30, 2007

Police Officers - All police officers shall be paid according to the following schedule based upon the number of years of service as of July 1, 2006, as specified in the following schedule:

	Certified Officers	Non-Certified Officers
Starting Wage	\$12.50	\$11.50
Six Months	\$12.95	\$11.95
1 Year	\$13.40	(officer would be certified and would be moved to the certified officer scale)
1½ years	\$13.85	
2 years	\$14.30	
2½ years	\$14.75	
3 years	\$15.20	
3½ years	\$15.65	
4 years	\$16.10	
4½ years	\$16.55	

Effective Period: July 1, 2007 to June 30, 2008

All Police Officers shall receive a 3.5% increase of their existing rate of pay as of July 1, 2007.

Effective Period: July 1, 2008 to June 30, 2009

All Police Officers shall receive a 3.75% increase of their existing rate of pay as of July 1, 2008.

All newly hired Police Officers who are sworn officers shall start at \$12.50 per hour or more depending on qualifications and experience on the job. Part-time Police Officers and Officers who have not yet completed the Law Enforcement Training shall start at \$11.50 per hour. All employees shall receive forty-five cents (\$.45) per hour every six (6) months until the maximum wage rate is received.

A shift premium of thirty-five cents (\$.35) per hour will be paid to all Police Officers working between the hours of 7:00 P.M. to 7:00 A.M.